

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414707

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONTRIBUTION AND TECHNOLOGY TRANSFER AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SunGard Public Sector LLC		02/01/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ramundsen Public Sector, LLC		
<b>Street Address:</b>	1000 Business Center Drive		
<b>City:</b>	Lake Mary		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32746		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3417440	ASSESSMENTBUILDER	
<b>Registration Number:</b>	2273402	CITYSOFT	
<b>Registration Number:</b>	2713952	CLICK2GOV	
<b>Registration Number:</b>	2284471	CRIMES	
<b>Registration Number:</b>	2271426	FIRES	
<b>Registration Number:</b>	2189347	GMBA	
<b>Registration Number:</b>	4200871	GOVNOW	
<b>Registration Number:</b>	1628166	IEPPLUS	
<b>Registration Number:</b>	2294203	INFISYS	
<b>Registration Number:</b>	2278226	MOBILEFLASH	
<b>Registration Number:</b>	3807649	OLA	
<b>Registration Number:</b>	3408585	PERFORMANCE PATHWAYS	
<b>Registration Number:</b>	4147180	PLUS 360	
<b>Registration Number:</b>	2957697	PLUS SERIES	
<b>Registration Number:</b>	3417441	TECHPATHS	
<b>Serial Number:</b>	86782467	TRAKIT	
<b>Serial Number:</b>	86607590	ONESOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

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**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** susan.zablocki@kirkland.com

**Correspondent Name:** Susan Zablocki

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	38123-310
<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	02/02/2017

**Total Attachments: 43**

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## CONTRIBUTION AND TECHNOLOGY TRANSFER AGREEMENT

This CONTRIBUTION AND TECHNOLOGY TRANSFER AGREEMENT (this "Contribution Agreement") is made this February 1, 2017, by and between SunGard Public Sector LLC, a Florida limited liability company ("Company") and Ramundsen Public Sector, LLC, a Delaware limited liability company ("Panther Sub"). Company and Panther Sub are sometimes referred to herein as the "Parties".

### WITNESSETH:

WHEREAS, reference is made to that certain Sell-Down Securities Purchase Agreement ("Purchase Agreement"), dated as of December 6, 2016, by and among Ramundsen Holdings, LLC, a Delaware limited liability company ("Panther Acquisition"), PowerSchool Group LLC, a Delaware limited liability company ("PowerSchool") and, pursuant to that certain Joinder to the Sell-Down Securities Purchase Agreement, dated as of the date hereof, the Company. The transactions contemplated by this Contribution Agreement shall be consummated immediately prior to the consummation of the transactions contemplated by the Purchase Agreement. Capitalized terms used but not defined in this Contribution Agreement shall have the meanings ascribed to such terms in the Purchase Agreement (including without limitation, those terms incorporated therein by reference to that certain Unit Purchase Agreement, dated as of December 6, 2016, by and among SunGard Public Sector LLC, Panther Holdco 2, Inc., Panther GP 1, Panther GP 2, PowerSchool, Panther Acquisition, Fidelity National Information Services, Inc., Severin Holdings, LLC and Ramundsen Intermediate Holdings, LLC (the "Unit Purchase Agreement")), provided however, in the event of a conflict between the definitions herein and the definitions set forth in the Purchase Agreement, the definitions herein shall control;

WHEREAS, on the terms and subject to conditions set forth in this Contribution Agreement, the Company shall contribute the Transferred Assets, subject to the Assumed Liabilities, to Panther Sub (the "Contribution"); and

WHEREAS, in consideration of the contribution of the Transferred Assets, subject to the Assumed Liabilities, Panther Sub will issue 100% of the membership interests of Panther Sub (the "Public Sector Interests") to the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

#### **Section 1. Contribution of Assets and Liabilities.**

(a) Transferred Assets. The Company hereby conveys, transfers, assigns and delivers to Panther Sub, and Panther Sub hereby accepts the conveyance, transfer, assignment and delivery from the Company, free and clear of all Liens created solely by PowerSchool's ownership of the Company, all of the rights, titles and interests of the Company in, to and under all assets, properties, goodwill, business and rights, of every kind, nature and description, wherever located, real, personal or mixed, tangible or intangible, that primarily relate to, or are owned, managed, held or operated by the Company primarily in connection with the Public Sector Business (the "Transferred Assets"), including, without limitation, the assets set forth on Schedule 1(a) attached hereto. Notwithstanding the foregoing, the Transferred Assets shall not include any Retained Assets or Intercompany Services.

(b) Retained Assets. Notwithstanding anything to the contrary in this Contribution Agreement, the Company shall not (and shall not be obligated to) sell, transfer, assign or deliver to Panther Sub any right, title or interest to or under any assets, properties, goodwill, business or rights, of every kind, nature and description, wherever located, real, personal or mixed, tangible or intangible, that

primarily relate to, or are owned, managed, held or operated by the Company primarily in connection with the Education Business (the “Retained Assets”), including, without limitation, the assets set forth on Schedule 1(b) attached hereto.

(c) Assumed Liabilities. In connection with the transfer, conveyance, assignment and delivery of the Transferred Assets pursuant to this Contribution Agreement, on the terms and subject to the conditions set forth in this Contribution Agreement, on the date hereof, Panther Sub hereby assumes all Liabilities and obligations of the Company, whether relating to periods prior to, on, or after the Closing, to the extent related to or arising from, the Transferred Assets or the Public Sector Business (the “Assumed Liabilities”), including, without limitation, all Liabilities set forth on Schedule 1(c) attached hereto. Notwithstanding the foregoing, the Assumed Liabilities shall not include any Retained Liabilities.

(d) Retained Liabilities. Notwithstanding anything to the contrary in this Contribution Agreement, Panther Sub shall not assume any of (i) the Liabilities associated with the Retained Assets or primarily associated with the Education Business, (ii) the Company’s or any of the Company’s Affiliates’ Liabilities or obligations under the Purchase Agreement or any of the agreements or transactions contemplated hereby or thereby (including pursuant to the Unit Purchase Agreement) or (iii) the Liabilities set forth on Schedule 1(d) attached hereto (collectively, the “Retained Liabilities”).

(e) Nonassignable Assets and Liabilities. The foregoing notwithstanding, nothing in this Contribution Agreement or the Purchase Agreement, shall be construed as an attempt or agreement to assign or transfer any Nonassignable Asset or Liability to Panther Sub or the Company, unless and until such consent shall have been obtained. Each of the Parties shall use their respective reasonable good faith efforts to obtain expeditiously any such authorization, approval, consent, novation or waiver to the assignment of a Nonassignable Asset or Liability to the applicable Party. Unless and until any such consent is obtained, the Parties will cooperate to establish an arrangement through which PowerSchool or Panther Sub (or their respective designees), as the case may be, would obtain the claims, rights and benefits (including economic benefits) and assume and pay the corresponding liabilities and obligations under such Nonassignable Asset or Liability (including by means of any subcontracting, sublicensing or subleasing arrangement) or under which PowerSchool or Panther Sub (or their respective designees), as the case may be, would enforce for the benefit of the other Party any and all claims, rights and benefits against a third party thereto, with all costs and expenses relating thereto to be paid by such Party. Once authorization, approval, consent, novation or waiver for the sale, assignment, transfer, conveyance or delivery of any such Nonassignable Asset or Liability is obtained, PowerSchool or Panther Sub, as applicable, shall or shall cause its applicable Affiliates to, novate, assign, transfer, convey and deliver such asset to the other Party or its designated Affiliate at no additional cost.

(f) Bulk Sales Laws. Panther Sub and the Company hereby waive compliance with bulk sales laws in connection with the transactions contemplated by this Contribution Agreement. The provisions of Section 8(d) of the Purchase Agreement shall apply to any Liabilities, damages, costs or expenses resulting from or arising out of the Parties’ failure to comply with any of such bulk sales laws in respect of the transactions contemplated by this Contribution Agreement.

(g) Value Allocation. The parties agree that (i) the portion of the Transferred Assets, which are fixed assets (or otherwise tangible personal property), have a fair market value equal the net book value of such assets, as reflected on the books and records of the Company as of the date hereof, and (ii) the intangible assets (including any copyrights, patents, and other similar intellectual property) have a fair market value equal to the excess of the purchase price paid therefor pursuant to the Unit Purchase Agreement over the net book value of the fixed assets (or otherwise tangible personal property), as determined pursuant to clause (i) of this Section 1(g). Following the date hereof, the fair market values of the Transferred Assets shall be adjusted, as necessary, to reflect the values allocated to such Transferred

Assets in the Allocation Statement, as finalized in accordance with Section 7.7(b) of the Unit Purchase Agreement.

**Section 2. Issuance of Public Sector Interests.** In consideration for the Contribution, Panther Sub, on the date hereof, shall issue the Public Sector Interests to the Company, resulting in Panther Sub becoming a wholly-owned subsidiary of the Company.

**Section 3. Effectiveness of the Contribution Agreement.** The Parties agree that the failure of the closing of the transactions contemplated under the Purchase Agreement shall be a condition subsequent to the continuing effectiveness of this Contribution Agreement and such failure shall result in an immediate rescission of this Contribution Agreement; provided that, the foregoing condition may be waived by the written consent of the Parties hereto.

**Section 4. Governing Law.** This Contribution Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

**Section 5. Amendments and Waivers; Construction; Severability.**

(a) This Contribution Agreement may be amended only by a written instrument signed by a duly authorized officer of each of the Parties. No provision of this Contribution Agreement may be waived except by a written instrument signed by the party against whom the waiver is to be effective. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

(b) Each Party agrees that it has been represented by counsel during the negotiation and execution of this Contribution Agreement and, therefore, waives the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

(c) Whenever possible, each provision or portion of any provision of this Contribution Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision or portion of any provision of this Contribution Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Contribution Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

**Section 6. Counterparts; Effectiveness.** This Contribution Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party. Each party may deliver its signed counterpart of this Contribution Agreement to the other party by means of electronic mail or any other electronic medium utilizing image scan technology, and such delivery will have the same legal effect as hand delivery of an originally executed counterpart.

**Section 7. Entire Agreement.** This Contribution Agreement, the Purchase Agreement and the Partial Assignment and Assumption Agreement, dated as of December 6, 2016, by and between Panther Acquisition and PowerSchool (including the documents referred to herein and therein) constitute

the entire agreement among the Parties and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, that may have related in any way to the subject matter hereof.

\* \* \* \*

**IN WITNESS WHEREOF**, the parties hereto have caused this Contribution Agreement to be duly executed, as of the day and year first written.

**SUNGARD PUBLIC SECTOR LLC**

By:   
Name: Hardeep Gulati  
Its: Chief Executive Officer

**RAMUNDSEN PUBLIC SECTOR, LLC**

By: \_\_\_\_\_  
Name: Marc V. Teillon  
Its: President



**IN WITNESS WHEREOF**, the parties hereto have caused this Contribution Agreement to be duly executed, as of the day and year first written.

**SUNGARD PUBLIC SECTOR LLC**

By: \_\_\_\_\_

Name: Hardeep Gulati

Its: Chief Executive Officer

**RAMUNDSEN PUBLIC SECTOR, LLC**

By:  \_\_\_\_\_

Name: Marc V. Teillon

Its: President

**Schedule 1(a)**

**Transferred Assets**

- (i) all permits, licenses and other governmental authorizations used primarily in connection with the ownership or operation of the Public Sector Business
- (ii) any rights arising under the contracts and agreements set forth below:
  1. Performance Bond and Payment Bond No. 0702051 (Job No. 15/299: Computer Aided Dispatch and Records Management System (CAD/RMS) for Harris County, Texas) issued by International Fidelity Insurance Company, dated September 14, 2016.
  2. Bond No. K09384728 (Hanover County Software License and Services Agreement 00011409 for Contract No.: 15-03-2384-SUN) issued by Westchester Fire Insurance Company, dated August 24, 2016.
  3. Annual Performance Bond No. K08928228 (Parker County Software License and Services Agreement), issued by Westchester Fire Insurance Company, dated December 30, 2013.
  4. Severance Agreement, dated April 27, 2016, by and between SunGard Public Sector LLC and Robert N. Valvano.
  5. Software License and Services Agreement, dated December 23, 2014, by and between SunGard Public Sector Inc. and Fairbanks North Star Borough (Alaska) (including any statements of work, amendments and supplements thereto).
  6. Software License and Support Agreement, dated April 4, 1995, by and between BI-TECH Software Inc. (as predecessor in interest to SunGard Public Sector Inc.) and County of Sarasota (Florida) (including any statements of work, amendments and supplements thereto).
  7. Application Service Provider Agreement, dated December 15, 2008, by and between SunGard Public Sector Inc. and City of La Porte (Texas) (including any statements of work, amendments and supplements thereto).
  8. Restated Contract, dated April 23, 2008, by and between SunGard Public Sector Inc. and City of Elk Grove (California) (including any statements of work, amendments and supplements thereto).
  9. Software License and Support Agreement, dated December 28, 1995, by and between BI-TECH Software, Inc. (as predecessor in interest to SunGard Public Sector LLC) and County of Galveston (Texas) (including any statements of work, amendments and supplements thereto).
  10. Consulting Services Agreement, dated February 10, 1998, by and between BI-TECH Software, Inc. (as predecessor in interest to SunGard Public Sector LLC) and SunGard Data Systems Inc. and Harris County (Texas) (including any statements of work, amendments and supplements thereto).
  11. Consulting Services Agreement, dated August 27, 2004, by and between SunGard Bi-Tech, Inc. (as predecessor in interest to SunGard Public Sector LLC) and County of Chesterfield, Virginia (including any statements of work, amendments and supplements thereto).
  12. Agreement of Software Licenses, Professional Services and Maintenance and Support, dated November 24, 2003, by and between SunGard Bi-Tech, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Golden Gate Bridge, Highway and Transportation District (including any statements of work, amendments and supplements thereto).
  13. Independent Contractor Service Contract, dated March 25, 1996, by and between BI-TECH Software, Inc. (as predecessor in interest to SunGard Public Sector LLC) and American Samoa Government (including any statements of work, amendments and supplements thereto).
  14. Agreement with Independent Contractor, dated November 16, 1999, by and between BI-TECH Software, Inc. (as predecessor in interest to SunGard Public Sector LLC) and County of San Mateo (California) (including any statements of work, amendments and supplements thereto).

15. Software License Agreement, dated December 20, 2000, by and between SunGard Bi-Tech, Inc. (as predecessor in interest to SunGard Public Sector LLC) and County of Imperial (California) (including any statements of work, amendments and supplements thereto).
16. Master Services Agreement, dated April 9, 2008, by and between SunGard Public Sector Inc. and City of Corpus Christi (Texas) (including any statements of work, amendments and supplements thereto).
17. Application Services Provider Agreement, dated October 2, 2013, by and between SunGard Public Sector Inc. and Nueces County (Texas) (including any statements of work, amendments and supplements thereto).
18. Software License Agreement, dated December 20, 2001, by and between SunGard Bi-Tech, Inc. (as predecessor in interest to SunGard Public Sector LLC) and County of Macomb (Michigan) (including any statements of work, amendments and supplements thereto).
19. Software License and Services Agreement, dated September 25, 2007, by and between SunGard HTE Inc. (as predecessor in interest to SunGard Public Sector LLC) and Coachella Valley Water District (California) (including any statements of work, amendments and supplements thereto).
20. Application Service Provider Agreement, dated March 31, 2009, by and between SunGard Public Sector Inc. and the City of Fresno (California) (including any statements of work, amendments and supplements thereto).
21. Software License and Services Agreement, dated June 18, 2015, by and between SunGard Public Sector, Inc. and Forsyth County (Georgia) (including any statements of work, amendments and supplements thereto).
22. Professional Services Contract, dated October 26, 2015, by and between SunGard Public Sector Inc. and the City of Detroit, Michigan (including any statements of work, amendments and supplements thereto).
23. Hanover County, Virginia Standard Contract, dated June 27, 2014, by and between SunGard Public Sector Inc. and Hanover County, Virginia (including any statements of work, amendments and supplements thereto).
24. SunGard Software License and Services Agreement, dated December 19, 2006, by and between SunGard HTE Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of Laredo, TX (including any statements of work, amendments and supplements thereto).
25. Agreement between SunGard Public Sector Inc. and Sheriff of Broward County for the Licensing of Application Software Products and Provision of Related Services and Software Maintenance, dated August 30, 2009 (including any statements of work, amendments and supplements thereto).
26. Software License and Services Agreement, dated November 20, 2013, by and between SunGard Public Sector Inc. and Dougherty County, Georgia (including any statements of work, amendments and supplements thereto).
27. Software License and Services Agreement, dated September 7, 2012, by and between SunGard Public Sector Inc. and Pasco Sheriff's Office (Florida) (including any statements of work, amendments and supplements thereto).
28. Software License and Services Agreement, dated March 30, 2010, by and between SunGard Public Sector Inc. and Williamson County, TX (including any statements of work, amendments and supplements thereto).
29. Software License and Services Agreement, dated September 29, 2009, by and between SunGard Public Sector Inc. and Denton County, TX (including any statements of work, amendments and supplements thereto).
30. Software License and Services Agreement, dated June 11, 2015, by and between SunGard Public Sector Inc. and City of Greensboro, for its Guilford Metro 911 department (North Carolina) (including any statements of work, amendments and supplements thereto).
31. Software License and Services Agreement, dated September 25, 2013, by and between SunGard Public Sector Inc. and City of Grand Prairie (Texas) (including any statements of work, amendments and supplements thereto).

32. Contract and Agreement, dated April 23, 2002, by and between Open Software Solutions, Inc. (as predecessor interest to SunGard Public Sector LLC) and Tarrant County, Texas (including any statements of work, amendments and supplements thereto).
33. Software License and Services Agreement, dated December 29, 2011, by and between SunGard Public Sector Inc. and City of Roswell, GA (including any statements of work, amendments and supplements thereto).
34. Contract for Records Management System, Computer Aided Dispatch, and Jail Management System, dated September 30, 2009, by and between SunGard Public Sector Inc. and County of Lexington (South Carolina) (including any statements of work, amendments and supplements thereto).
35. Software License, Services and Maintenance Agreement, dated December 18, 2008, by and between SunGard Public Sector Inc. and Cobb County (Georgia) (including any statements of work, amendments and supplements thereto).
36. Software License and Services Agreement, dated September 3, 2014, by and between SunGard Public Sector Inc. and Buncombe County, NC (including any statements of work, amendments and supplements thereto).
37. Software License and Services Agreement, dated September 29, 2009, by and between SunGard Public Sector Inc. and Tazewell County ETSB, IL (including any statements of work, amendments and supplements thereto).
38. License Agreement, dated February 15, 2002, by and between Open Software Solutions Inc. (as predecessor in interest to SunGard Public Sector LLC) and the City of Richmond (Virginia) (including any statements of work, amendments and supplements thereto).
39. Contract and Agreement, dated August 24, 1999, by and between Open Software Solutions Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of Boca Raton (Florida) (including any statements of work, amendments and supplements thereto).
40. Software License and Services Agreement, dated November 5, 2012, by and between SunGard Public Sector Inc. and City of Eugene, OR (including any statements of work, amendments and supplements thereto).
41. Agreement for Licensed Programs, dated December 31, 1991, by and between H.T.E. Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of Bossier City (Louisiana) (including any statements of work, amendments and supplements thereto).
42. Software License and Services Agreement, dated June 16, 2009, by and between SunGard Public Sector Inc. and City of Fayetteville (North Carolina) (including any statements of work, amendments and supplements thereto).
43. Agreement for Licensed Programs, dated January 15, 1992, by and between H.T.E. Inc. (as predecessor in interests to SunGard Public Sector LLC) and Camden County (New Jersey) (including any statements of work, amendments and supplements thereto).
44. Software License and Services Agreement, dated June 4, 1998, by and between H.T.E., Inc. (as predecessor in interests to SunGard Public Sector LLC) and St. Mary's County, Maryland (including any statements of work, amendments and supplements thereto).
45. Software License, Hardware Purchase, and Services Agreement, Hardware Purchases, and Related Support Services, dated July 9, 2007, by and between SunGard HTE Inc. (as predecessor in interests to SunGard Public Sector LLC) and Union County, NC (including any statements of work, amendments and supplements thereto).
46. Contract and Agreement, dated March 26, 2003, by and between Open Software Solutions, Inc., (as processor in interest to SunGard Public Sector LLC) and City of Cape Coral (Florida) (including any statements of work, amendments and supplements thereto).
47. Agreement for Licensed Programs, dated February 25, 1985, by and between H.T.E. Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of Dothan (Alabama) (including any statements of work, amendments and supplements thereto).

48. Application Services Provider Agreement, dated March 29, 2012, by and between SunGard Public Sector Inc. and City of Cocoa (Florida) (including any statements of work, amendments and supplements thereto).
49. Software License and Services Agreement, dated March 31, 2009, by and between SunGard Public Sector Inc. and Livingston County, MI (including any statements of work, amendments and supplements thereto).
50. Application Service Provider Agreement, dated October 2, 2007, by and between SunGard HTE Inc. (as predecessor in interest to SunGard Public Sector LLC) and New Hanover County (North Carolina) as service provider to Cape Fear Public Utility Authority, NC (including any statements of work, amendments and supplements thereto).
51. Agreement for Licensed Programs, dated July 27, 1992, by and between H.T.E. Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of Broken Arrow (Oklahoma) (including any statements of work, amendments and supplements thereto).
52. Software License and Services Agreement, dated March 28, 2008, by and between SunGard Public Sector Inc. and Cabarrus County, NC (including any statements of work, amendments and supplements thereto).
53. Software License and Support Agreement, dated June 28, 2007, by and between SunGard Pentamation, Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of Fontana (California) (including any statements of work, amendments or supplements thereto).
54. Agreement for Licensed Programs, dated March 29, 1990, by and between H.T.E., Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of Beaumont (Texas) (including any statements of work, amendments and supplements thereto).
55. Contract and Agreement, dated October 13, 2003, by and between SunGard Public Sector Inc. and Galveston County (Texas) (including any statements of work, amendments and supplements thereto).
56. Software License and Services Agreement, dated June 30, 2010, by and between SunGard Public Sector Inc. and City of Delray Beach (Florida) (including any statements of work, amendments and supplements thereto).
57. Software License and Services Agreement, dated October 5, 2001, by and between H.T.E., Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of St. Petersburg, Florida (including any statements of work, amendments and supplements thereto).
58. Software License and Services Agreement, dated December 21, 1999, by and between H.T.E. Inc. (as predecessor in interest to SunGard Public Sector LLC) and County of Orangeburg, SC (including any statements of work, amendments or supplements thereto).
59. Software License and Support Agreement, dated January 28, 1999, by and between Bi-Tech Software Inc. (as predecessor in interests to SunGard Public Sector LLC) and East Bay Regional Parks District (California) (including any statements of work, amendments and supplements thereto).
60. Master Services Agreement, dated September 21, 2015, by and between SunGard Public Sector Inc. and City of Bakersfield (California) (including any statements of work, amendments and supplements thereto).
61. Software License and Services Agreement, dated December 27, 2006, by and between SunGard HTE Inc. (as predecessor in interest to SunGard Public Sector LLC) and Muskegon Central Dispatch, MI (including any statements of work, amendments and supplements thereto).
62. Software License and Services Agreement, dated December 31, 2010, by and between SunGard Public Sector Inc. and Wake County Sheriff's Office (North Carolina) (including any statements of work, amendments and supplements thereto).
63. Application Services Provider Agreement, dated June 23, 2011, by and between SunGard Public Sector Inc. and St. John's County Clerk of Courts, Florida (including any statements of work, amendments or supplements thereto)

64. Software License and Services Agreement, dated March 28, 2008, by and between SunGard Public Sector Inc. and City of McKinney, TX (including any statements of work, amendments and supplements thereto).
65. Software License and Services Agreement, dated April 3, 2008, by and between SunGard Public Sector Inc. and Durham County (North Carolina) (including any statements of work, amendments and supplements thereto).
66. Software License Agreement, dated February 14, 2001, by and between SunGard Bi-Tech Inc. (as predecessor in interests to SunGard Public Sector LLC) and Contra Costa Water District (California) (including any statements of work, amendments and supplements thereto).
67. Contract and Agreement, dated December 30, 1998, by and between Open Software Solutions, Inc. (as predecessor in interest to SunGard Public Sector LLC) and The City of Hampton (Virginia) (including any statements of work, amendments and supplements thereto).
68. Contract and Agreement, dated June 25, 2002, by and between Open Software Solutions, Inc. (as predecessor in interest to SunGard Public Sector LLC) and The City of Winston-Salem (North Carolina) (including any statements of work, amendments and supplements thereto).
69. Software License and Services Agreement, dated March 24, 2005, by and between SunGard HTE Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of Davis, CA (including any statements of work, amendments and supplements thereto).
70. Software License Agreement, dated September 5, 2001, by and between Open Software Solutions, Inc. (as predecessor in interests to SunGard Public Sector LLC) and the County of Tippecanoe (Indiana) (including any statements of work, amendments and supplements thereto).
71. Agreement for Licensed Programs, dated October 1, 1990, by and between H.T.E., Inc. (as predecessor in interests to SunGard Public Sector LLC) and City of Aurora (Illinois) (including any statements of work, amendments and supplements thereto).
72. Contract and Agreement, dated March 4, 2002, by and between Open Software Solutions, Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of Evansville and Vanderburgh County (Indiana) (including any statements of work, amendments and supplements thereto).
73. Software License and Services Agreement, dated May 15, 2007, by and between SunGard HTE Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of Trenton, NJ (including any statements of work, amendments and supplements thereto).
74. Application Service Provider Agreement, dated December 28, 2011, by and between SunGard Public Sector Inc. and City of Kokomo (Indiana) (including any statements of work, amendments and supplements thereto).
75. Software License and Services Agreement, dated October 1, 2008, by and between SunGard Public Sector Inc. and Seminole Tribe of Florida (including any statements of work, amendments and supplements thereto).
76. Software License and Services Agreement, dated June 25, 2007, by and between SunGard HTE Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of Pueblo (Colorado) (including any statements of work, amendments and supplements thereto).
77. Agreement for H.T.E., Inc. Licensed Programs, dated March 9, 1989, by and between H.T.E., Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of Marietta and Marietta Board of Lights and Water Works (including any statements of work, amendments and supplements thereto).
78. Application Service Provider Agreement, dated November 3, 2009, by and between SunGard Public Sector Inc. and City of Boynton Beach (Florida) (including any statements of work, amendments and supplements thereto).
79. Contract and Agreement, dated March 25, 2004, by and between Open Software Solutions, Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of DeSoto/SWRCC (Texas) (including any statements of work, amendments and supplements thereto).
80. Contract, dated March 28, 2012, by and between SunGard Public Sector Inc. and City of Plano, Texas (including any statements of work, amendments and supplements thereto).

81. Application Service Provider Agreement, dated May 21, 2009, by and between SunGard Public Sector Inc. and City of Germantown, TN (including any statements of work, amendments and supplements thereto).
82. Contract and Agreement, dated March 5, 1997, by and between Open Software Solutions, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Clay County Sheriff's Office (Florida) (including any statements of work, amendments and supplements thereto).
83. Software License and Services Agreement, dated February 14, 2001, by and between H.T.E., Inc. and Montgomery County, TN (including any statements of work, amendments and supplements thereto).
84. Software License and Services Agreement, dated August 16, 2016, by and between SunGard Public Sector LLC and Forsyth County (North Carolina) (including any statements of work, amendments and supplements thereto).
85. Agreement for Application Services, dated November 7, 2016, by and between SunGard Public Sector LLC and City of Oviedo, Florida (including any statements of work, amendments and supplements thereto).
86. Software License Agreement, dated October 31, 2002, by and between SunGard Bi-Tech Inc. (as predecessor in interest to SunGard Public Sector LLC) and City of Antioch (California) (including any statements of work, amendments and supplements thereto).
87. Application Services Provider Agreement, dated March 24, 2015, by and between SunGard Public Sector Inc. and City of South Bend (including any statements of work, amendments and supplements thereto).
88. Software License and Services Agreement, dated August 28, 2008, by and between SunGard Public Sector Inc. and City of Joplin (Missouri) (including any statements of work, amendments and supplements thereto).
89. Software License and Services Agreement, dated December 2, 2015, by and between SunGard Public Sector Inc. and City of Largo, FL (including any statements of work, amendments and supplements thereto).
90. Software License and Services Agreement, dated March 7, 2012, by and between SunGard Public Sector Inc. and City of Jackson, TN (including any statements of work, amendments and supplements thereto).
91. Software License and Services Agreement, dated December 1, 2008, by and between SunGard Public Sector Inc. and Oak Lawn ETSB (Illinois) (including any statements of work, amendments and supplements thereto).
92. Reseller Partner Agreement, dated August 12, 2014, by and between SunGard Public Sector Inc. and Executime Software LLC.
93. Outsourcing Services Agreement, dated June 15, 2009, by and between SunGard Public Sector Inc. and Network Services Plus, Inc. (now known as PCM Sales Inc.).
94. Representative and Reseller Terms, dated November 7, 2005, with Maximum Availability Limited (now known as MAXAVA LLC).
95. Computer Assisted Dispatch Vendor Reseller Agreement, dated December 22, 2005, by and between SunGard HTE, Inc. (as predecessor in interests to SunGard Public Sector LLC) and ACS Government Services LLC.
96. Marketing and Strategic Alliance Agreement, dated August 6, 2001, by and between H.T.E., Inc. (as predecessor in interest to SunGard Public Sector LLC) and Geographic Technologies Group Inc.
97. Business Partner Referral Agreement, dated May 19, 2006, by and between SunGard HTE, Inc. and Vertical VAR LLC.
98. Technical Services Agreement, dated December 10, 2008, by and between SunGard Public Sector Inc. and Internal Business Machines Corporation.
99. U.S. Reseller Agreement, dated January 17, 2002, by and between Stratus Technologies, Inc. and Open Software Solutions, Inc. (as predecessor in interest to SunGard Public Sector LLC).

100. Staffing Services Agreement, dated November 3, 2014, by and between SunGard Public Sector Inc. and Proviasol LLC.
101. Staffing Services Agreement, dated November 3, 2014, by and between SunGard Public Sector Inc. and Vaco Orlando LLC.
102. LANSAs Independent Software Vendor Embedded Software Agreement, dated September 24, 2012, by and between SunGard Public Sector Inc. and LANSAs, Inc.
103. Reseller Partner Agreement, dated April 1, 2015, by and between SunGard Public Sector Inc. and Avolve Software Corporation.
104. Value Added Reseller Agreement, dated January 20, 2005, by and between SunGard HTE, Inc. and Four J's Development Tools, Ltd.
105. SunGard Staffing Services Agreement, dated April 15, 2015, by and between SunGard Public Sector Inc. and GeoCent LLC, as amended by that Amendment # 1 to the SunGard Staffing Services Agreement, dated October 1, 2015, by and between SunGard Public Sector Inc. and Geocent LLC.
106. ISG Original Equipment Manufacturer Agreement, dated July 29, 2004, by and between SunGard OSSI Inc. (as predecessor in interest to SunGard Public Sector LLC) and Dell Marketing L.P.
107. Master Agreement, dated September 18, 2009, by and between Motio, Inc. (formerly known as Sirius Computer Solutions) and SunGard Public Sector Inc.
108. Share Purchase Agreement, dated June 5, 2015, by and among the SunGard Public Sector Inc., CRW Systems, Inc., a California corporation ("CRW"), and Christopher Wuerz, as the principal shareholder of CRW, together with all amendments, addenda, schedules, exhibits, and ancillary agreements, instruments and documents thereto.
109. Vendor Professional Services Agreement, dated June 1, 2016, by and between i2GEN, LLC and SunGard Public Sector LLC.
110. SunGard Staffing Services Agreement, dated April 15, 2015, by and between SunGard Public Sector Inc. and GeoCent LLC, as amended by that Amendment # 1 to the SunGard Staffing Services Agreement, dated October 1, 2015, by and between SunGard Public Sector Inc. and Geocent LLC.
111. Vendor Professional Services Agreement, dated July 25, 2016, by and between Zenergy Technologies and SunGard Public Sector LLC.
112. Subcontractor Services Agreement, dated September 12, 2014, by and between the SunGard Public Sector Inc. and Koa Hills Consulting.
113. Microsoft Business Agreement, dated May 21, 2001, by and between HTE Inc. and MSLI GP.
114. Master Client Services Agreement, dated April 27, 2015, by and between Enteracloud and CRW Systems, Inc. (as predecessor in interest to SunGard Public Sector LLC).
115. Lease Agreement, dated April 9, 1996, between DRA/CLP Heathrow Orlando 1000 LLC, a Delaware limited liability company (as successor in interest to Colonial Realty Limited Partnership as successor to Pizzuti Equities Inc.), and SunGard Public Sector Inc., as amended by that certain Amendment to Lease dated August 31, 2004, as amended by that certain Second Amendment to Lease dated July 1, 2010, as amended by that certain Third Amendment to Lease Agreement dated February 8, 2016, as amended by that certain Fourth Amendment to Lease Agreement dated May 26, 2016, and as amended by that that certain Fifth Amendment to Lease Agreement dated August 12, 2016, and as amended by that certain Fourth Amendment to Lease Agreement dated May 26, 2016, and as amended by that that certain Fifth Amendment to Lease Agreement dated August 12, 2016, and as amended by that certain Sixth Amendment, dated November 3, 2016.
116. Lease, dated March 26, 2004, by and between Slater Land Inc. and SunGard Bi-Tech Inc. (as predecessor in interest to SunGard Public Sector LLC), as amended by that certain Letter Agreement, dated August 28, 2008, as further amended by that certain Second Amendment to Lease, dated March 2, 2011, and as further amended by that certain Third Amendment to Lease, dated April 4, 2014.



117. Amended and Restated Single Tenant Commercial Property Lease, dated May 21, 2004, by and between F.H.S. High Point, L.P., and Harold J. Fremon Trust, successor in interest to L & S Properties of High Point, LLC and Open Software Solutions, Inc. (as predecessor in interest to SunGard Public Sector LLC), as amended by that Second Amendment to Lease, dated March 22, 2016.
118. Lease, dated December 10, 1999, by and between H.T.E. Incorporated (as predecessor in interest to SunGard Public Sector LLC) and Gateway Associates, as amended by that certain Lease Addendum Agreement dated October 24, 2002, as amended by that certain Lease Amendment Agreement dated July 6, 2005, as amended by that certain Lease Amendment Agreement dated May 9, 2011, as amended by that certain Lease Amendment Agreement dated August 14, 2014, as amended by that certain Lease Amendment Agreement dated January 5, 2016, and as amended by that certain Lease Amendment Agreement dated November 28, 2016.
119. Lease, dated December 27, 2012, by and between Bright Angel, Inc. and SunGard Public Sector LLC.
120. Standard Industrial/Commercial Single-Tenant Lease - Gross dated March 22, 2014, between New Man, LLC, as the successor in interest to Western Alliance Bank and CRW Systems, Inc. (as predecessor in interest to SunGard Public Sector LLC).
121. Standard Industrial Lease – Modified Gross, dated January 20, 2016, by and between H.G. Fenton Property Company and SunGard Public Sector LLC.
122. IBM ASL Software Agreement Number 4903S11989, together with Application Specific License (ASL) Transaction Document, dated October 1, 2014, relating to Cognos Naviline Reporting Bundle, as amended by Amendment to the IBM Software Agreement and Transaction Document, dated December 30, 2015 (including any statements of work, amendments and supplements thereto).
123. Technical Services Agreement #4908036535, dated on or about January 30, 2009, by and between the Company and International Business Machines Corporation, in support of International Business Machines Corporation’s Contract No. HSFEHQ-08-J-2009, Department of Homeland Security, Federal Emergency Management Agency for the Enterprise Applications Development, Integration, and Sustainment (EADIS) Program.
124. Equipment related to following agreements:
  - a. IBM Credit LLC Supplement(s) #H04943
  - b. Product Schedule No./Agreement No. 2876748. Master Agreement/Lease No. -----  
Customer: 1342576 RIMPC5501 V9616000535 RIMPC3501 V9424900040 RIMPC300SR  
S7316000058 RIMPC3000SR S7315800083 RIMPC300SR S7315700160 RIMPC3000SR  
V7324900025 RIMPC3000SR S7316000080 RIPROC751EX V9124900035
  - c. IBM Credit LLC agreement number #H23284

(iii) all refunds, rebates and credits of Taxes, Tax losses, loss and credit carry-forwards, and other Tax attributes (and, in each case, all rights thereto) of the Company allocable to the Public Sector Business;

(iv) all Tax Returns, as well as other Tax data and records, of the Public Sector Business;

(v) all insurance policies and binders and all insurance benefits, including rights and proceeds, to the extent relating to a Transferred Asset or an Assumed Liability;

(vi) any rights, claims, refunds, credits, rights of recovery, rights of set-off or causes of action of the Company against third parties that (1) are not primarily related to the Retained Assets or Retained Liabilities or (2) are primarily related to any Transferred Asset or Assumed Liability;

(vii) all rights, assets and properties set forth below:

1. Drafted but unfiled patent application for Body Camera Integration.

2. The following trademarks:

Trademark	Jurisdiction	App/Registration No.	Status
ASSESSMENTBUILDER	USA	3,417,440	Registered
CITYSOFT	USA	2,273,402	Registered
CLICK2GOV	USA	2,713,952	Registered
CRIMES	USA	2,284,471	Registered
FIRES	USA	2,271,426	Registered
GMBA	USA	2,189,347	Registered
GOVNOW	USA	4,200,871	Registered
IEPLUS	USA	1,628,166	Registered
INFISYS	USA	2,294,203	Registered
MOBILEFLASH & Design	USA	2,278,226	Registered
OLA	USA	3,807,649	Registered
ONESOLUTION	USA	86/607,590	Registered
PERFORMANCE PATHWAYS	USA	3,408,585	Registered
PLUS 360	USA	4,147,180	Registered
PLUS SERIES	USA	2,957,697	Registered
TECHPATHS	USA	3,417,441	Registered
TRAKIT	USA	86/782,467	Registered

3. The following copyrights:

Copyright	Jurisdiction	Number
Naviline Version 3.0 Software and Manuals	USA	TX0007309537
Naviline Version 5.0 Software and Manuals	USA	TX0007309515
Naviline Version 6.0 Software and Manuals	USA	TX0007309580
Naviline Version 6.x Software and Manuals	USA	TX0007309461
Naviline Version 7.0 Software and Manuals	USA	TX0007309545

4. The following domain names:

Domain	Registrar	Expiration	Registering Entity
ecommunityplus.com	MarkMonitor	3/23/2019	SunGard Data Systems Inc.
ecommunityplus.net	MarkMonitor	3/23/2019	SunGard Data Systems Inc.
efinanceplus.com	MarkMonitor	3/23/2019	SunGard Data Systems Inc.
efinanceplus.net	MarkMonitor	3/23/2019	SunGard Data Systems Inc.
egovplus.com	MarkMonitor	3/23/2019	SunGard Data Systems Inc.
egovplus.net	MarkMonitor	3/23/2019	SunGard Data Systems Inc.
eproviderplus.com	MarkMonitor	11/11/2018	SunGard Data Systems Inc.
pentamation.com	MarkMonitor	11/28/2021	SunGard Data Systems Inc.
pentasun.com	MarkMonitor	3/19/2019	SunGard Data Systems Inc.
spiclientconference.com	MarkMonitor	3/29/2019	SunGard Data Systems Inc.
spihost.com	MarkMonitor	1/23/2017	SunGard Data Systems Inc.
spihost.net	MarkMonitor	1/23/2017	SunGard Data Systems Inc.

Domain	Registrar	Expiration	Registering Entity
techpaths.com	MarkMonitor	4/12/2017	SunGard Data Systems Inc.
aspgov.net	MarkMonitor	5/22/2017	SunGard Data Systems Inc.
altperf.com	MarkMonitor	10/16/2016	SunGard Data Systems Inc.
altperf.net	MarkMonitor	10/18/2016	SunGard Data Systems Inc.
crw.com	MarkMonitor	3/2/2020	SunGard Data Systems Inc.
mynaviline.com	MarkMonitor	2/6/2018	SunGard Data Systems Inc.
myossi.com	MarkMonitor	1/26/2018	SunGard Data Systems Inc.
ossip2p.com	MarkMonitor	8/31/2017	SunGard Data Systems Inc.
ossiusa.com	MarkMonitor	3/23/2017	SunGard Data Systems Inc.
police2police.com	MarkMonitor	2/14/2018	SunGard Data Systems Inc.
policetopolice.com	MarkMonitor	2/14/2018	SunGard Data Systems Inc.
bi-tech.com	Network Solutions	3/20/2019	SunGard Public Sector Inc.
click2gov.com	Verio	3/10/2017	SunGard Public Sector Inc.
govnow.com	Verio	7/21/2019	SunGard Public Sector Inc.
Trakit.net	Network Solutions	6/10/2018	SunGard Data Systems Inc.
Etrakit.com	Network Solutions	2/25/2017	SunGard Data Systems Inc.
aspgov.com	Verio	12/15/2016	SunGard Data Systems Inc.
click2gov.net	Verio	3/13/2017	SunGard Data Systems Inc.
click2gov.org	Verio	3/13/2017	SunGard Data Systems Inc.
clicktogov.com	Verio	3/13/2017	SunGard Data Systems Inc.
clicktogov.net	Verio	3/13/2017	SunGard Data Systems Inc.
clicktogov.org	Verio	3/13/2017	SunGard Data Systems Inc.
hteasp.com	Verio	4/30/2017	SunGard Data Systems Inc.
hteinc.com	Verio	3/4/2017	SunGard Data Systems Inc.
myhte.com	Verio	5/17/2017	SunGard Data Systems Inc.
trakit.com	Network Solutions	12/10/2019	SunGard Data Systems Inc.

5. The following social media accounts:

Facebook - <http://facebook.com/sungardpublicsector>

Twitter - <https://twitter.com/sungardps>

LinkedIn - <https://www.linkedin.com/company/sungard-public-sector>

YouTube - <http://www.youtube.com/sungardpublicsector>

Google+ - <https://www.google.com/+Sungardps>

Connect Community - <http://community.sungardps.com/>

Vimeo - <https://vimeo.com/sungardps> (all videos set to private)

GoAnimate - <https://goanimate.com/user/08ipjq7inmbE> (not a public social media site but used for demos)

6. Employment agreements, or similar arrangements, with the following individuals:

Abelman, Eric
Abood, Corey
Abood, Deborah
Abraham, Sebastian
Adams, William
Adibhatla, Sravanti
Ahmad, Shayaan
Alba, Christine
Albamonte, Fausto
Alcano, Ramil
Alexander, Robert
Allen, Bethany
Allen, Joanne
Allen III, William
Alley, Travis
Allnut, Aaron
Allred, Bradley
Almy, Charles
Alvarez, Tatiana
Alzate, Andrea
Amburgey Jr., Tommy
Andersen, Donald
Anderson, James
Anderson, Richard
Anderson, Ronald
Andres, Karen
Angelucci, Barbara
Anklin, Betsy
Antczak, Edward
Anthony, Karen
Armstrong, Jeffrey
Arnold, Mark
Arries, Christopher
Arshon, Mansour
Arway, Rosa Lynn
Ascencio, Daniel
Ascencio, Jessica
Askins, Sandra
Asosi, Carrie
Attard, Elizabeth
Bacchus-Moore, Hamafer
Bahr, Amelia
Bailey, Holly
Balagot, Ferdinand
Baldini, Matthew
Balestrieri, Brent
Baque, Alejandro
Barbosa, Michael
Barrett, Christopher
Barrett, Rae
Barron, Stephanie
Basnage, Amy
Basnage, Christopher
Bates, Donald
Beadel, Gabriel
Beasley, Jeffrey
Beasley, Joseph
Belding, Ryan
Belding, Stephanie
Bellamy, Sandra
Bellefleur, Stephanie
Benderoth, Andrew
Bennett, Daniel
Bennett, James
Berenzy, Sherienne
Bickel, Glenn

Bickley, Keith
Biddle, Alan
Bierman, Tracy
Billingsley, Nonnie
Bishop, William
Bisienera, Joshua
Bissette, Mary
Bittle, Crystal
Blackburn, Ashley
Blanchette, Bailey
Bloise, Patrick
Blossom, Brenda
Bobo Jr, Floyd
Bonvisuto, Cheryl
Boo, Stacey
Borst, Andrea
Bothwell, Daniel
Bovee, Brian
Bowden, Keith
Boyle, Marilyn
Brady, Anja
Braswell, Glynwood
Brazier, Hannah
Brewer, Mark
Bridges, Tracey
Briggs, James
Briggs, Joshua
Bright, Larry
Brousseau Powell, Denise
Brown, Devin
Brown, Jing
Brown, Russell
Brown-Schumann, Erika
Bryant, Jordan
Buchanan, Jennifer
Buck, Brian
Buckley, Lea
Bulsara, Tushar
Buonincontri, Danielle
Burch, Joshua
Burke, Janet
Burkett, Eva
Burrows, Marion
Burrows, Mary
Butler, John
Byrnes, Michael
Cabral, Robert
Cain, Walter
Campbell, Christopher
Campbell, Neil
Campbell, Sandra
Campos, Alfonso
Canaan, Larry
Canary, Margaret
Carkhuff, Jacquelyn
Carlson, Connie
Carlson, Joshua
Carpenter, David
Carpenter, Tammy
Carrico, Stephen
Carrigan, Patricia
Carter, Nikoel
Cash, Conrad
Castaneda, Julio
Caughell, Mary
Causey, Matthew

Causey, Patrick
Ceasario-Margias, Toni
Cerbulis, Erik
Champlain, Mirna
Chandler, Adam
Chavez, Matthew
Chen, David
Chestnut, Carol
Chi, Chia
Chilton, Adam
Chinenova, Tatyana
Chishima, Chikako
Chrapowitzky, Kimberly
Christensen, Scott
Chute, Traci
Chutke, Dipti
Clark, Darren
Clemons, Shervonne
Cogan, Melissa
Coleman, Carol
Coleman, Karen
Collier, James
Collins, Helen
Collins, Steven
Colon, Arnaldo
Colon-Cheatwood, Alba
Colvin, Karen
Comes, Ashya
Congdon, Kenyon
Conner, Deborah
Conrad, Russell
Cook, Gregory
Cooper, Julie
Coorough, David
Coronado, Esther
Correa, Raul
Cote, Richard
Cozart Jr, Thomas
Crane, Elizabeth
Cranfill, William
Crawford, Kimberley
Cruz, Iris
Cruz, Melissa
Cull, Jennifer
Cummings, Dana
Cunningham, Sherry
Dallagiacomo, Joshua
Dane, Joshua
Danek, Melissa
Daniel, Patricia
Daugherty, Glenda
Davis, Claudia
Davis, Darryl
Davis, Kirk
Davis, Sharon
Day II, William
De La Cruz, Richard
Dean, Jonathan
Dee, Dalton
DeGenaro, Kelsey
Del Preore, Andrew
Dennis, Burley
Dennis, Jane
Denny, Kurwin
Derks, Carl
Desai, Hiren

DeSalvo, Cindy
Desmond, Robert
DeSpain, Nicholas
Detsch, Joanne
Dewar, Dawn
Dilbert, Joan
Dissman, Linda
Do, Kim
Doede, Kermit
Dolecki, Tatjana
Doolin, Christopher
Doria, Jofe
Doud, Dewayne
Dougherty, Krystle
Draper, Brandi
Drebert, Dana
Driscoll, Paul
Dumas, Susan
Duncan, Jay
Duncomb, Bruce
Dunham, David
Dunn, Cody
Durham, Herman
Dwyer-Jones, Colleen
Ebbert, Christy
Eberle, Kyle
Ecker, Jeffrey
Eller, James
Elmer III, William
Embree, Tom
Emmons, Michael
Engnell, Gary
Enos, Todd
Epstein, Lilya
Epstein, Michael
Erickson, David
Ermis, Christopher
Errington, Susan
Esguerra, Milo
Estrella, Mayra
Evans, Melissa
Evans, Nathaniel
Fair, Norman
Farris, Brian
Feather, Daniel
Fernandez, Chanel
Fernandez, Hans
Ferrarini, William
Fetchick, Joseph
Fetchick, Tracy
Figueiredo, Jose
Figueroa, Gloribel
Flynn, Thomas
Forshee, Patrick
Foster, Harry
Fouse, David
Frelund, Sandra
Fuller, Angela
Funk, Amy
Funk, David
Furan, Kristene
Gallagher, Joshua
Garbett, Danielle
Garbett, Linda
Garcia Buelna, Rafael
Garner, Mike

Gatell, Brianna
Gavora, Steven
Geise, Gary
Gerometta, Adam
Gerstenkorn, Aaron
Giles, Patricia
Gloss, Christopher
Godwin, Shannon
Gohlke, Marilyn
Goings, Melissa
Golding, Elizabeth
Gole, Gautam
Goodeill, Carlene
Goodrich, Susan
Goodwin, David
Gossman, Christine
Gott, Rebecca
Gower, Jenny
Gravely, Ricky
Graves, Alycia
Graves, Timothy
Gray, Kelly
Greene, John
Grennan, George
Grether, James
Griffin, Elijah
Grigoriadis, Michael
Grundmann, Ryan
Guerrero, Richard
Gujarati, Vrishali
Gullett, Brian
Gunthrop, Shawn
Gupta, Tripti Nirmal
Gurtis, Renae
Guzeldere, Ali
Guzman, Dana
Haight, William
Hairston, Jerrod
Hamel, Todd
Hamid-Laloo, Shameeza
Hamilton, James
Hamilton, Paul
Hampton, Erick
Hancock, Joseph
Hansen, Terry
Harris, James
Harris, Marshall
Harris, Trenton
Harrison, Michele
Hartman, Rita
Harvell, Steven
Harvey, John
Hayes, Stephanie
Haynes, Daniel
Heaton, Tammy
Henry, Waylon
Herbst, Rozanna
Herp, Betsy
Herrera, Brian
Herrera, Demetrio
Hershkowitz, Nathan
Hervey, Chet
Hickman, Linda
Hilton, Thomas
Hobbs, Madison
Hoffman, Joseph



Hoffman, Laura
Holman, Andrew
Holmes, Charles
Holt, Brian
Holzer, Tracy
Hoover, Gregory
Hopkins, Brenda
Hoppa, Don
Horswill, Angela
Hoskinds, Chester
Howerton Jr, Carlson
Hoxie, Cynthia
Huber, Geoffrey
Hubner, Gilberto
Hudgins, Donna
Huff, Stuart
Hufham, Claudia
Hulit, Pamela
Humphrey, Brian
Hunter, Stephen
Huntley, Laura
Hutcheson, William
Hynes, Sharon
Ickes, Peter
Imperato, Paul
Irrgang, Claudia
Jacinto, Judith
Jackson, Danita
Jacobs, David
Jacobs, Ronald
Jacobson, John
Jain, Poorva
Jakusovas, Anthony
James, Martin
James, Robert
James, Terah
Jannotti, John
Jenkins, John
Jimenez, Oscar
Jinright, Kyle
Johnson, Brady
Johnson, Debra
Johnson, Derek
Johnson, Gregory
Johnson, Margaret
Johnson, Mills
Johnson, Randy
Johnson, Rhonda
Johnson, Russell
Johnson, Sheryl
Johnston, Jessica
Johnston, Marc
Jones, Andrea
Jones, Asa
Jones, Bruce
Jones, Joel
Jones II, John
Jordan, Michael
Joyner, Tamala
Judd, Danielle
Kaminski, Jonnese
Kaminski, Raymond
Kammerer, Ronald
Kars, Karen
Kelly, Michelle
Kelly, Sharon

Kendrick, William
Kennedy, Joel
Kerkow, Edward
Kewley, Patrick
Kewley, Theresa
Khan, Sheik
Kidd, Donna
Kiehn, Richard
Kildoo, Robert
Kilpatrick, William
Kincaid, Jason
King, Kristine
Kirby, Matthew
Kistler, Clarence
Kivett, Janice
Koger, Denise
Koliatsis, Theodoros
Konugres, James
Koontz, Michael
Kopkowski, James
Kromhout, Thomas
Kubiak, Jodie
Kuhn, Brian
Kulaindevelu, Jayarajan
Kumpf, Rebecca
Lacey, Aarron
Lafeber, Kevin
Lain, Royce
Laird, Stephen
Lamson, Reid
Lang, John
Langill, Julie
Larson, Annette
Latow, Kelsey
Lawler, Enrique
Lawrence, Timothy
Le, Kieuchau
Le, Vivian
Leaf, Michele
Leal, Leonardo
Leblanc, Lorian
Lee, Katie
Leece, Robert
Leeps, Thomas
Leffler, Scott
Lemasney, Andrew
Lemley, Derrick
Lemus, Marco
Lesley, James
Leveroni, Jeffrey
Lewis, Jennifer
Lindberg, Erik
Lindberg, Kristina
Lindner, Brenda
Lindsay, Steven
Little, Tyra
Loghry, Roger
Lombardi, Lisa
Lopez, Alan
Lowe, Cassandra
Lowe, Thomas
Lowman, William
Loyd, Dale
Lucht, Mark
Lugo, Luis
Lundeen, Mackensie

Lutz, Todd
Ly, Phuong
Maas, Janet
Macabitas, Reginald
Macau, Jillian
Madeira, Katherine
Maher, Maureen
Mahoney, Zachary
Maine, Bryon
Maines, Mason
Marijosius, Cameron
Marshall, Michael
Martin, David
Martin, Jennifer
Martinez, Jonathan
Marty, Anthony
Mason, David
Mattia, Jason
Mavetz, Lorraine
McAtee, Christopher
McCarn, Travis
McCormick, Amber
McDermott, Margaret
McFarlane, Zane
McGrath, Patrick
McGuigan, James
McGuigan, James
McKeon, Nancy
McLafferty, Michael
McLaughlin, Ryan
McMakin, Jack
McNamara III, Robert
Medina, Leslie
Mehedin, John
Mendez, Therese
Mendoza, Don
Merrill, Susan
Merritt, Brett
Merritt, Norman
Messinger, Leslie
Meyer, Stephen
Meyers, Jeffrey
Micholychak, Kevin
Micholychak, Laurie
Miele, Jeffrey
Miles, Nikki
Miller, Byron
Miller, Evelyn
Miller, Lindsey
Millner, Jonathan
Millner, Natina
Mize, Joel
Mlotkowski, Paul
Mockus, Jonathan
Moncho Fuster, Gemma
Monico Jr, Thomas
Montville, David
Montville, Patricia
Mooring, Patrick
Morales, Juan
Moreno, Johnny
Moreno, Selene
Morley, Paul
Morris, Christopher
Morrow, Cary
Morvay, Marcia

Motta, Camilo
Moulton, Amy
Mucklow, Andrea
Mudd, Monica
Mullins, Jennifer
Mummah, Karen
Munroe, Elizabeth
Murphy, Justin
Murphy, Kathleen
Murray, Chelsea
Murrell, Kathy
Myers, Michael
Naegeli, Stephen
Naftal, Faith
Nalin, William
Naradko, Richard
Nash, Greg
Nelson, James
Nelson, Richard
Nelson, Thomas
Neumann, Lisa
Neveu, Micah
Newcomb, Scott
Nicholson, Gifford
Nickas, Jeff
Nickels, Nikeisha
Niezgocki, Harry
Nifong, Tammy
Nixon, Michael
Noguera, Hermes
Noone, John R.
Nunez, Hector
Nunez, Stephanie
Obraztsov, Margaret
O'Daniel, Richard
Ohbayashi, Linda
Oliver, Christa
O'Loughlin, Karen
Olschowka, Robert
Orem-Kummer, Mary
Osment, John
Ozolnieks, Karen
Pagels, Brian
Pagels, Jamie
Palpali, Gajendra
Panacek, Scott
Pandit, Karun
Paolino, Wanda
Pardasani, Rajesh
Parnell, Justin
Parra, Marcos
Patel, Kartik
Paul, Michael
Paur, Dean
Pease, Timothy
Peng, Chunlan
Percy, Marc
Perry, Robb Ann
Peterson, Twana
Phillips, Justin
Phillips, Kim
Pierson, Marleen
Pimper, Anthony
Ping, Elmer
Pizzurro, Janice
Plotkowski, Jason

Pokorny, Thomas
Polzine, Lisha
Pope, Troy
Pountney, Caterina
Pratt, Denise
Presson, William
Priolo, Paul
Prior, Sammie Jo
Priore, Nicolas
Punit, Vish
Puser, Daniel
Quach, Quang
Quintero, Pedro
Ragsdale, Chelsea
Raines, Sean
Rajan, Sharon
Ralston, Travis
Ramirez, Steven
Rawlins, Cynthia
Raymond, Ginger
Reaves, Robert
Recchi, Nicholas
Reeves, Donna
Rennie, Brian
Reynolds, Kenneth
Reznik, Kate
Rice, Melissa
Richardson, Corrie
Richardson, Michael
Riegert, Lori
Rietman, Mark
Riley, Nicholas
Rios, Ney
Roach, Scot
Robbins, Eric
Roberts, Karen
Roberts, Michelle
Robinson, Deronta
Rockwell, Paula
Rodriguez, Joseph
Rogers, Thomas
Roldan, Grace
Romo, Frank
Rubin, Brian
Rucker, Brandon
Rucker, Kristopher
Ruley, Michael
Rumple, Mary
Russell, Alexander
Russell, Jeffrey
Russo, Ralph
Ryan, Debra
Sabado, Joselito
Sabado, Socorro
Salem, Madeha
Salmon, Stephan
Sanders, Gregory
Santana, Jose
Saud, Melanie
Saunders, Troy
Sawyer, Christopher
Schafer, Richard
Schain, Myron
Schell, Steven
Schiff, Nina
Schmitt, Lori

Schock, Jacquelyn
Schoenmann, Christopher
Schroeder, Carl
Scully, Kyle
Seibert, Scott
Sellers, Brett
Selvadurai, John
Shatkin, Leonid
Shaw, David
Shea, Timothy
Shoaf, Jody
Shrader, David
Shrum, Cassandra
Shultz, Amy
Sidhu, Jyoti
Siddigi, Manaway
Simmons, Kelly
Simons, Jakea
Sinfuente, Victor
Six, Johannes
Smallwood, Joshua
Smith, Adam
Smith, Derrick
Smith, Jeffrey
Smith, Julie
Smith, Michael
Smith, Patricia
Smith, Paul
Smith, Todd
Snyder, Roger
Soignier, Stephenie
Solorzano, Deborah
Sotier, Nicholas
Souza, Emily
Spain, Harriet
Spoon, Riley
Spoon, Zettie
Sprouse, Brian
Sridhar, Uma
Stabler, Michael
Starkey, Scott
Stasky, Adrian
Stearns Barreras, Kasey
Steinberg, Daniel
Stemarie, Kimberly
Stenquist, Michelle
Stephenson, Jacqueline
Stone, Preston
Stornetta, Rachel
Stroud, Darren
Stroud, Patrick
Sullivan, Benny
Sweat, Charles
Sweat, Darian
Sweat, Toni
Sweeney, Brendan
Swing, Charles
Syth, Randy
Talbert, Scott
Tamm, Austin
Tang, Hyun Deuk
Tarver, Andrew
Taylor, Lisa
Tekoglu, Mustafa
Terrell-Alston, Carolyn
Tetterton, Kimberly

Thieme, Elizabeth
Thomaides, Marianna
Thomas, Brian
Thomas, Daniel
Thomas, Tracey
Thomson, Kyle
Thornton, Randall
Tidwell, Kimberly
Timmons, Douglas
Tippett, Zackary
Todd, Laurence
Toft, Kenneth
Tomarazzo, Katherine
Torre, Jorge
Tovey, Roger
Tran, David
Tran, Tham
Traversi, Victoria
Travin, Elian
Truax, David
Trujillo, Mary
Trull, Matthew
Truncale, Michael
Turkington, Marcelle
Turner, Tina
Tyson III, Robert
Valencia, Juan
Valis, Paul
Valvano, Robert
Van Cleef, Emory
Van Varick, Peter
Vedrin, William
Vedullopalli, Deyva
Vejar-Stover, Jennifer
Velazquez, Marco
Vemaulopalli, Ramesh
Vines, Terry
Virtus, David
Vitt, Craig
Voight III, William
Vuckovic, Miodrag
Walsh, Richard
Walters, Jonathan
Wanderley Jr, Mauricio
Ward, Brent
Ward, Cleveland
Warren, Shellie
Watkins, Mark
Watson, Sandra
Webb, Bruce
Weeg, Andrea
Wehr, Glen
Weidley, Jennifer
Welz, Michael
Wenson, Robert
Wentworth, James
West, Christina
West, Sidney
Wetmore, Charles
White, Jim
Whiteman, David
Whitley, Deborah
Wiard, David
Wilcox, Virginia
Wildermuth, Kelly
Wilding, Craig

Wilkinson, Ryan
Williams, Marc
Williams, Sharon
Williams, Sheila
Wilson, LeGrand
Wimberly, Marvin
Wise, Jeffrey
Wisherd, Eric
Withrow, Laura
Wolf, James
Wolhar, Loretta
Wood, Ashley
Woodward, David
Wright, Michael
Wright, Randall
Wylie, Scott
Yarber-Kennedy, Schavawn
Yemofio, Original
Zahora, Donna
Zaragoza, Jesus
Zellers, Kimberley
Ziegler, Sheri
Zion, Allison



**Schedule 1(b)**

**Retained Assets**

- (i) all permits, licenses and other governmental authorizations used primarily in connection with the ownership or operation of the Education Business
- (ii) all stock and other ownership interests in the Company or any other Person;
- (iii) any rights arising under the contracts and agreements set forth below:
  - 1. Employment Agreement, dated June 28, 2015, by and between Adam R. Eberle and SunGard Data Systems, Inc.
  - 2. Employment Agreement, dated October 1, 2016, by and between SunGard Public Sector, LLC and Francis Lavelle.
  - 3. Separation Pay Plan 2016, for Dave Madea, Uranie Samuels, and Mary Beth Linsenmann.
  - 4. Bid Bond (Berkeley County School District) issued by International Fidelity Insurance Company, dated November 23, 2016.
  - 5. Bid Bond (North East Independent School District) issued by International Fidelity Insurance Company, dated October 20, 2016.
  - 6. (a) Software License and Services Agreement, (b) Application Services Agreement, and (c) Software Maintenance Agreement, all of which are dated as of February 4, 2010, by and between the Company and the Arkansas Department of Education (including any statements of work, amendments and supplements thereto).
  - 7. Contract for Pupil Accounting System, dated June 16, 1999, by and between Pentamation Enterprises, Inc. (as the predecessor in interest to SunGard Public Sector LLC) and the State of Delaware Department of Education (including any statements of work, amendments and supplements thereto).
  - 8. Software License and Services Agreement, dated May 11, 2009, by and between SunGard Public Sector Inc. and Toledo Public School District (Ohio) (including any statements of work, amendments and supplements thereto).
  - 9. Software License Agreement, dated August 28, 2001, by and between SunGard Bi-Tech Inc. (as predecessor in interest to SunGard Public Sector LLC) and Oakland United School District (California) (including any statements of work, amendments and supplements thereto).
  - 10. Agreement for Software License, Sale and Installation of Equipment and Support and Maintenance Services, dated September 19, 2002, by and between SunGard Pentamation Inc. and Willamette Education Service District (Oregon) (including any statements of work, amendments and supplements thereto).
  - 11. Software License Agreement, dated February 21, 2008, by and between SunGard Public Sector Pentamation, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Cleveland Metropolitan School District (Ohio) (including any statements of work, amendments and supplements thereto).
  - 12. Software License Agreement, dated February 24, 2004, by and between SunGard Bi-Tech Inc. (as predecessor in interest to SunGard Public Sector LLC) and Brownsville Independent School District (Texas) (including any statements of work, amendments and supplements thereto).
  - 13. Application Services Agreement, dated September 23, 2010, by and between SunGard Public Sector Inc. and Dayton Public Schools (Ohio) (including any statements of work, amendments and supplements thereto).
  - 14. Software License and Services Agreement, dated May 31, 2009, by and between SunGard Public Sector Inc. and Rockford Public Schools, Illinois (including any statements of work, amendments or supplements thereto).

15. Software License Agreement, dated December 5, 1996, by and between Pentamation Enterprises, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Cypress Fairbanks School District (Texas) (including any statements of work, amendments and supplements thereto).
16. Software License Agreement, dated January 28, 2005, by and between SunGard Pentamation Inc. (as predecessor in interest to SunGard Public Sector LLC) and Alief Independent School District (Texas) (including any statements of work, amendments and supplements thereto).
17. Software License Agreement, dated August 30, 2006, by and between SunGard Bi-Tech LLC (as predecessor in interest to SunGard Public Sector LLC) and Jefferson Parish Public School System (Louisiana) (including any statements of work, amendments and supplements thereto).
18. Software License Agreement, dated August 16, 2005, by and between SunGard Bi-Tech, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Des Moines Independent Community School District (Iowa) (including any statements of work, amendments and supplements thereto).
19. Software License and Support Agreement, dated July 29, 1997, by and between BI-TECH Software, Inc. (as predecessor in interests to SunGard Public Sector LLC) and Stockton City Unified School District (California) (including any statements of work, amendments and supplements thereto).
20. Agreement for Software License, Sale and Installation of Equipment and Support and Maintenance Services, dated November 19, 1998, by and between Pentamation Enterprises, Inc. (as predecessor in interest to SunGard Public Sector LLC) and East Baton Rouge Parish School District (Louisiana) (including any statements of work, amendments and supplements thereto).
21. Agreement for Software License, Sale and Installation of Equipment and Support and Maintenance Services, dated September 3, 1998, by and between Pentamation Enterprises, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Puyallup School District (Washington) (including any statements of work, amendments and supplements thereto).
22. Software License and Services Agreement, dated January 29, 2009, by and between SunGard Public Sector Inc. and Conroe Independent School District (Texas) (including any statements of work, amendments and supplements thereto).
23. Master Software License, Maintenance and Services Agreement, dated May 25, 2011, by and between SunGard Public Sector Inc. and Northside Independent School District (Texas).
24. Software License Agreement, dated November 26, 1996, by and between Pentamation Enterprises, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Round Rock Independent School District (Texas).
25. Application Service Provider Agreement, dated November 26, 2001, by and between SunGard Pentamation, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Parkland School District (Pennsylvania) (including any statements of work, amendments and supplements thereto).
26. Application Service Agreement, dated December 28, 2009, by and between SunGard Public Sector Inc. and Belvidere Community Unit School District #100 (New Jersey) (including any statements of work, amendments and supplements thereto).
27. Software License and Services Agreement, dated August 11, 2009, by and between SunGard Public Sector Inc. and Pharr San Juan Alamo ISD (Texas) (including any statements of work, amendments and supplements thereto).
28. Agreement for Software License, Sale and Installation of Equipment and Support and Maintenance Services, dated March 26, 2001, by and between SunGard Pentamation Inc. (as predecessor in interest to SunGard Public Sector LLC) and Keller Independent School District (Texas) (including any statements of work, amendments and supplements thereto).
29. Software License Agreement, dated August 8, 2006, by and between SunGard Pentamation Inc. (as predecessor in interest to SunGard Public Sector LLC) and Lenawee Intermediate School District (Michigan) (including any statements of work, amendments and supplements thereto).
30. Software License Agreement, dated June 1, 2006, by and between SunGard Bi-Tech LLC (as predecessor in interest to SunGard Public Sector LLC) and Paradise Valley Unified School District (Arizona) (including any statements of work, amendments and supplements thereto).

31. Software License and Services Agreement, dated September 29, 2009, by and between SunGard Public Sector Inc. and Akron Public Schools (Ohio) (including any statements of work, amendments and supplements thereto).
32. Agreement for Software License, Sale and Installation of Equipment and Support and Maintenance Services, dated October 9, 1998, by and between Pentamation Enterprises, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Everett Public Schools (on behalf of Everett School District No. 2) (Washington) (including any statements of work, amendments or supplements thereto).
33. Software License and Services Agreement, dated June 29, 2009, by and between SunGard Public Sector Inc. (as predecessor in interest to SunGard Public Sector LLC) and Neshaminy School District (Pennsylvania) (including any statements of work, amendments and supplements thereto).
34. Software License and Services Agreement, dated December 8, 2009, by and between SunGard Public Sector Inc. and St. Johns County School District (Florida) (including any statements of work, amendments and supplements thereto).
35. Master Software License, Maintenance and Services Agreement, dated November 20, 2013, by and between SunGard Public Sector Inc. and Pittsburgh Public Schools District (Pennsylvania) (including any statements of work, amendments or supplements thereto).
36. Application Services Provider Agreement, dated June 25, 2009, by and between SunGard Public Sector and Yonkers Public Schools (New York) (including any statements of work, amendments and supplements thereto).
37. Software License Agreement, dated September 10, 2007, by and between SunGard Pentamation Inc. (as predecessor in interest to SunGard Public Sector LLC) and Corpus Christi Independent School District (Texas) (including any statements of work, amendments and supplements thereto).
38. Controlling Agreement, dated March 24, 1999, by and between Harlingen Consolidated Independent School District, Cameron County, Texas, and Pentamation Enterprises, Inc. (as predecessor in interest to SunGard Public Sector LLC) (including any statements of work, amendments and supplements thereto).
39. Master Software License, Maintenance and Services Agreement, dated May 21, 2014, by and between SunGard Public Sector Inc. and North Canton City Schools (Ohio) (including any statements of work, amendments and supplements thereto).
40. Participating Addendum under Contract for Pupil Accounting System Administered by the State of Delaware, Department of Education, dated February 12, 2016, by and between SunGard Public Sector Inc. and District of Columbia Government, Office of Contracting and Procurement of behalf of Office of the State Superintendent of Education (including any statements of work, amendments or supplements thereto).
41. Software License Agreement, dated December 29, 2006, by and between SunGard Pentamation, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Cicero Elementary School District #99 (Illinois) (including any statements of work, amendments and supplements thereto).
42. Master Software License, Maintenance and Services Agreement, dated January 3, 2013, by and between SunGard Public Sector Inc. and Upper Darby School District (Pennsylvania) (including any statements of work, amendments and supplements thereto).
43. Software License and Services Agreement, dated September 30, 2009, by and between SunGard Public Sector Inc. and Caddo Parish School District (Louisiana) (including any statements of work, amendments and supplements thereto).
44. Follow the Child Assistance Center COTS Contract 2007-08 Statement of Work, dated January 24, 2007, by and between Performance Pathways Inc. (as predecessor in interest to SunGard Public Sector LLC) and State of New Hampshire Department of Education (including any statements of work, amendments and supplements thereto).
45. Application Service Provider Agreement, dated June 25, 2003, by and between SunGard Pentamation Inc. (as predecessor in interest to SunGard Public Sector LLC) and Rose Tree Media

- School District (Pennsylvania) (including any statements of work, amendments and supplements thereto).
46. Master Software License, Maintenance and Services Agreement, dated December 19, 2011, by and between SunGard Public Sector Inc. and Bensalem Township School District (Pennsylvania) (including any statements of work, amendments and supplements thereto).
  47. Application Service Provider Agreement, dated September 3, 2009, by and between SunGard Public Sector Inc. and Aurora West School District 129 (Illinois) (including any statements of work, amendments and supplements thereto).
  48. Software License Agreement, dated May 22, 2001, by and between SunGard Bi-Tech Inc. (as predecessor in interests to SunGard Public Sector LLC) and Livermore Joint Unified School District (California) (including any statements of work, amendments or supplements thereto).
  49. Software License Agreement, dated September 15, 2006, by and between SunGard Bi-Tech Inc. (as predecessor in interests to SunGard Public Sector LLC) and Farmington Municipal Schools (New Mexico) (including any statements of work, amendments or supplements thereto).
  50. Software License Agreement, dated April 3, 1995, by and between Pentamation Enterprises, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Chula Vista Elementary School District (California) (including any statements of work, amendments and supplements thereto).
  51. Software License Agreement, dated September 29, 2000, by and between SunGard Bi-Tech Inc. (as predecessor in interest to SunGard Public Sector LLC) and Austin Independent School District (Texas) (including any statements of work, amendments and supplements thereto).
  52. Purchase Commitment Transaction Document Number: 05, under IBM OEM Software Agreement No. 4903S11415, dated October 4, 2006, by and between SunGard Pentamation (as predecessor in interest to SunGard Public Sector LLC) and International Business Machines Corporation.
  53. Purchase Commitment Transaction Document Number: 05, under IBM OEM Software Agreement No. 4903S10626, dated April 10, 2009, by and between SunGard Public Sector Inc. and International Business Machines Corporation.
  54. Value Added Reseller Agreement, dated October 31, 2004, by and between SunGard Bi-Tech, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Micro Focus (US), Inc.
  55. Consulting Services Agreement, dated June 22, 2016, by and between SunGard Public Sector Inc. and KOA Hills Consulting.
  56. Consulting Agreement, dated May 10, 2012, by and between SunGard Public Sector Inc. and Trifecta Technologies, Inc.
  57. Master Lease Agreement, dated April 27, 2010, by and between SunGard Public Sector Inc. and CIT Communications Finance Corporation (Avaya Financial Services), together with Schedules thereto.
  58. Microsoft Licensing Agreement, dated May 21, 2001, by and between HTE, Inc. (as predecessor in interest to SunGard Public Sector LLC) and MSLI, GP (together with related agreements and schedules).
  59. Consulting Services Agreement, dated February 24, 2016, SunGard Public Sector LLC and Capitalize Data Analytics LLC, as amended by that certain Amendment, dated July 1, 2016.
  60. Consulting Agreement, dated August 29, 2016, by and between SunGard Public Sector LLC and Eagle Creek.
  61. Software License and Services Agreement and Software Maintenance Agreement, each dated March 25, 2009, by and between SunGard Public Sector Inc. and Lake Park High School District 108 (Roselle, Illinois).
  62. Master Software License, Maintenance and Services Agreement, dated December 21, 2011, by and between SunGard Public Sector Inc. and Plainfield Consolidated School District (Plainfield, Illinois).
  63. Software License Agreement, dated September 27, 2007, by and between SunGard Pentamation, Inc. (as predecessor in interest to SunGard Public Sector LLC) and Santa Rosa City Schools (Santa Rosa, California).

64. Master Software License, Maintenance and Services Agreement, dated December 9, 2015, by and between SunGard Public Sector Inc. and Ysleta Independent School District (El Paso, Texas).
  65. Lease, dated November \_\_, 2009, by and between 4 Research Properties, LLC (as successor in interest to Reservoir Corporate Group, LLC) and SunGard Public Sector Inc. (as predecessor in interest to SunGard Public Sector LLC), as amended by that certain First Amendment to Lease dated September 20, 2014.
  66. Lease, dated April 2, 2013, by and between 3505-3555 Veterans Realty, LLC and SunGard Public Sector Inc., as supplemented by Rider Annexed to Lease dated April 2, 2013.
  67. Lease, dated February \_\_, 2011, by and between Peter J. Schaeffer and Jennifer L. Schaeffer and SunGard Public Sector Inc.
  68. U.S. Government Lease for Real Property, dated February 26, 2010, by and between SunGard Public Sector Inc. and the United States of America.
  69. Lease Agreement, dated January 7, 2013, by and between SunGard Public Sector Inc. and Twisted Olive, Inc.
  70. Lease Agreement, dated January 29, 2001, by and between SunGard Pentamation, Inc. and Yesha, Inc., as amended by that certain Addendum, dated January 29, 2001 and that certain Letter Renewal, dated October 12, 2015.
  71. Lease Agreement, dated September 4, 2014, by and between SunGard Public Sector Inc. and Intelliquip, LLC.
  72. Lease Agreement, dated December 31, 2013, by and between SunGard Public Sector Inc. and Kathy Avilla, LLC, as amended by that certain Addendum, dated June 2, 2014.
  73. Lease Agreement, dated February 1, 2008, by and between SunGard Pentamation, Inc. and Becky's Corner Deli, as amended by that certain Addendum, dated February 1, 2008, that certain Addendum #2, dated May 6, 2011, that certain Addendum #3 dated February 28, 2102, that certain Addendum #4, dated December 20, 2012, that certain Addendum #5, dated January 31, 2014, that certain Addendum #6, dated January 16, 2015 and that certain Addendum #7, dated January 21, 2016.
  74. Lease Agreement, dated December 1, 2007, by and between SunGard Pentamation, Inc. and David A. Feather, as amended.
  75. Lease Agreement, dated January 29, 2004, by and between SunGard Pentamation, Inc. and Enterprise Systems Partners, as amended by that certain Addendum, dated September 5, 2006, that certain Addendum #2, dated January 30, 2009, that certain Addendum #3, dated February 3, 2010, that certain Addendum #4, dated February 28, 2011, that certain Addendum #5, dated February 7, 2012, that certain Addendum #6, dated January 16, 2013, that certain Addendum #7, dated February 12, 2014, and that certain Addendum #8, dated December 5, 2016.
  76. Technology Escrow Agreement, dated October 4, 2007, by and among Escrow Associates, LLC, Performance Pathways Inc. (as predecessor in interest to SunGard Public Sector LLC) and New Hampshire Department of Education.
  77. Master Preferred Escrow Agreement, dated December 29, 2004, by and among Iron Mountain Intellectual Property Management, Inc., Open Software Solutions, Inc. (doing business as SunGard OSSI) (as predecessor in interest to SunGard Public Sector LLC), and those persons who are or may become Primary Beneficiaries.
  78. Master Preferred Escrow Agreement, dated September 16, 2002, by and among DSI Technology Escrow Services, Inc., SunGard Bi-Tech, Inc. (as predecessor in interest to SunGard Public Sector LLC), and those persons who are or may become Primary Beneficiaries.
- (iv) all refunds, rebates and credits of Taxes, Tax losses, loss and credit carry-forwards, and other Tax attributes (and, in each case, all rights thereto) of the Company allocable to the Education Business;
- (v) all Tax Returns, as well as other Tax data and records, of the Education Business;

(vi) all minute books, stock records, charter documents, corporate seals and other books, records or documents the Company is required by law to retain or relating to the Company, as well as any other records or materials relating to the Company generally and not relating to the Transferred Assets or the Public Sector Business;

(vii) all consideration received by (if any), and all rights of, the Company pursuant to this Agreement or the transactions and other agreements contemplated hereby and thereby;

(viii) all Cash and cash equivalents (including marketable securities and short term investments) on hand and in banks;

(ix) all insurance policies and binders and all insurance benefits, including rights and proceeds, to the extent relating to a Retained Liability or a Retained Asset;

(x) any rights, claims, refunds, credits, rights of recovery, rights of set-off or causes of action of the Company against third parties that (1) are not primarily related to the Transferred Assets or to Assumed Liabilities or (2) are primarily related to any Retained Asset or Retained Liability;

(xi) all records and reports prepared or received by the Company in connection with the sale of the Public Sector Business, this Agreement or the transactions and other agreements contemplated hereby and thereby; and

(xii) all rights, assets and properties set forth below:

1. The following domain names:

Domain	Registrar	Expiration	Registering Entity
ecommunityplus.com	MarkMonitor	3/23/2019	SunGard Data Systems Inc.
eschoolplus.info	MarkMonitor	5/18/2019	SunGard Data Systems Inc.
eschoolplus.net	MarkMonitor	2/13/2018	SunGard Data Systems Inc.
ieplusplus.com	MarkMonitor	1/13/2018	SunGard Data Systems Inc.
k12publicsector.com	MarkMonitor	4/10/2020	SunGard Data Systems Inc.
k12successecosystem.com	MarkMonitor	2/9/2017	SunGard Data Systems Inc.
k12successecosystem.net	MarkMonitor	2/9/2017	SunGard Data Systems Inc.
perfpayloads.com	MarkMonitor	12/13/2016	SunGard Data Systems Inc.
perfplusk12.com	MarkMonitor	7/1/2017	SunGard Data Systems Inc.
perfplus-k12.com	MarkMonitor	7/1/2017	SunGard Data Systems Inc.
pplusk12.com	MarkMonitor	7/1/2017	SunGard Data Systems Inc.
pplus-k12.com	MarkMonitor	7/1/2017	SunGard Data Systems Inc.

2. The following social media accounts:

Facebook - <https://www.facebook.com/SunGardK12/>  
 Twitter - <https://twitter.com/sungardk12>  
 Blog - <http://blog.sungardk12.com/>

3. Employment agreements, or similar arrangements, with the following individuals:

Abbott, Clyde R (Skip)
Abdalla, Anthony P
Adam, Ryan S
Adams, Jeffrey D
Alford, Jade E
Allanson, Marisa J
Amidon, David W
Andrews, Chris C
Andrews, Suzan L
Asher, Donald F. Jr (Don)
Aujla, Bhajan
Azar, Dawn B
Baker, Tommilynn C
Balletta, Anthony E
Barklage, Maria A
Barletto, Janet (Jan)
Barra, Michele Ann (Michele)
Barrall, Annamarie M
Barreras, Angelina M. (Angel)
Bechtel-Nyce, Carol
Becker, Priscilla W
Beers, Owen A
Bell, Lindsay C
Bender, Paul A
Berardi, Antonio N
Betro, Dawn M
Bhandari, Shruti K
Bingham Jr, William B
Bislig, Frances A
Black, Sarah
Blichar, Stacey L
Borrelli, Brandon D
Bragg, Sharron
Bragg, Timothy J
Brandi, Dawn
Brandt, Lydia
Brennock, Theresa L
Brong, Timothy P (Tim)
Brownfield, Emily L
Buonfiglio, Michael S
Burg, Colin J
Butler, Thomas Brett
Byrnes, Jennifer L
Caffrey, Jean M
Campbell, Bryan S
Cannella, Joseph
Carlin, Edward J
Carlisle, Jessica M
Carlson, Carl H
Chambers, Geoffrey H
Clark, Joshua D
Clark, Lori A
Colbert, Steven L (Steve)
Conelias, Michael J
Cordaro, Dominick A
Cortright, Steven T
Crochet, Jeffrey P.
Cronk, Andrew J
Crouthamel, Deborah L
Crowl, Tyson B
Danish Jr, William A
Dedinsky, Tina M
Delafuente, Jorge L
Dianna, Alexandra A
Diehl, Douglas L
Dietrich, Jason R

Dixon, Gable
Doede, Terrance P. (Terry)
Dorsey, Lindsey Schurig
Doughman, Mark (Mark)
Drelick, Lukas B
Duppstadt, Janice E
Durham, John Wesley (Wes)
Dziedzic, Lawrence (Doug)
Ealer, Deborah J
Eberle, Adam R
Eberly, Stephen T
Ebert, Carolyn D
Eck, Robert M
Eckell, Russ W
Edick, Heather M
Eisenhart, Wallace C
Elias II, Joseph F
Ensmenger, Jonathan M
Eskin, Karen M
Evans, William B
Everleth, Christopher W
Fania, Karlene
Farmer, Elizabeth M
Fatzinger, Diane Elizabeth
Featherstone, Jaclyn M
Ferreira, Loren L
Filipovits, William J
Folcher, Michael M
Forward, Alicia J
Foster, Jessica
Frank, Brian S
French, Lori L
Frost, Justin D
Garcia, Pamela M
Gardner, James L
Gaspar, Jessie M
Gaudet, Pamela
Gehring, Kris A
Geiger, Gregory M
George, Jeffrey M
Gillan, Steven
Gingrich, Karen G
Gomez, John A
Gosztonyi, Lisa M
Grammes, Bryan W
Gremore, Amy E
Griffiths, Geoffrey J
Grubbs, Erin A
Guadagnin, Douglas (Doug)
Gupte, Shilpa R
Halko, John J
Hall, Ryan A
Hames, Joel
Haniotis, Marouso (Marouso)
Haring, Thomas M
Haun, Jeffrey R
Hawkes, Kathleen B
Heaton, David R
Heayn, Barbara S
Heffner, Amy M
Heimbach, Steven A
Helm, Barbara J
Herb, Jenniah L
Herrity, Kimberly R (Kim)
Hettman Jr, Patric O
Hill, Joel M



Hollan, Mark C
Hollin, Nicholas B
Hollstrom, Krista N
Honea, Jeffrey R
Horvath, Lisa M
Hospador, Ellen K
Howard, Audrey J
Hoyle, Caitlin Marie
Huber, Melissa L
Hull, Betty H
Hunsicker, Carol
Ickes, Thomas L
Jaasma, Monique N
Jamann, Frederick P
Jamann, Joseph J
Janis, Bruce A.
Jensen, Dawn D
Johnson, Michael L
Johnson, Richard C
Jones Jr, William G
Kaltenbrun, Kim E
Karlstrom, Chalia C
Kathrotiya, Goraj
Kaufmann, Carol R
Kaur, Harjeet
Kay, Donna Khaled
Kesel, Patricia L
Kezel, Kirk B
Khawaja, Talha
Kimmel, John M
Klein, Ashley L
Kleppinger, Kevin J
Kline, Randy R
Klus, Carol J
Knerr III, Edgar D (Dan)
Knouse, Amy L
Kobus, Edward S
Kocatulum, Jill M
Korin, Scott J
Kovacs, Susan C
Kramm, Kevin J
Krushinsky, Matthew Q
Krzyzek, Edwin (Ed)
Lachendro, Margaret A
Laquintano, Daniel
Lauducci, Steven J
Lavelle, Francis W (Frank)
Layton, Stephanie B (Stephanie)
Ledonne, Lucy A
Lewis, Heather R
Linsenmann, Mary Beth
Lopez, Angela
Lopez, Leslie
Lovejoy, Michael A
Luczak, Michael
Lupo, Arleen H
Lutzi Jr, Thomas J
Lutzi, Lisa B
Lynch, Drew E
Lynds, Joseph C
Madea, David D
Mahoney, Matthew M
Maney, Kristen M
Mantoni, Catherine F
Markley, Jeffrey D
Marquardt, William R

Marquez, Kevin J
Martherus, Cory J
Martin, Jeffrey S
Mazza, Constance L
McAden, Terrie
McKean, Justin J
McLuckie, Christina R
McWilliams, Spencer K
Mealey, Patrick D
Mease, Jennifer L
Meckes, Lee A
Mensch, Donna F
Meyer, Christian (Christian)
Mickey, Tracy L
Mickley, Steven M
Millenson, Amy R. (Amy)
Miller, Christopher L
Miller, Jeffrey D
Miller, Ronald
Minnich, Jack L
Morgan, Shawn M
Morris, Ron K
Moser, Zachary A
Moyer, Derek J
Mueller, Brian D
Murphy, James F
Murphy, Scott
Musolino, Marie C
Nail, Jennifer L
Nallon, Brian J II
Natenberg, Todd B
Nelson, Ray
Neumann, Melinda Lee (Melinda)
Nimbalkar, Esther
Nintean, Christine C
Novak, Susan L
Oberlander, Jacqueline W
O'Donnell, Penny R
O'Halloran, Dawn K
O'Halloran, Michael T
Orgain, Cheryl
Orloski, Rebecca L
Oross, William S
Ostock, Janice L
Overmiller, Jamie L
Palache, Norma L
Parks, Warren G
Petersen III, Einar O
Pianucci, Beth A
Pickett, Vince S.
Pierce, Jennifer M
Pino, Aleksandrina R
Plante, Nancy T
Poletti, Alan
Praetorius, Jeanette M
Prette, Debra A
Price, Adam R
Prorok, Angela J
Pysker, Nicole M
Rantz, Doreen B
Reardon, James M
Reed, Andrew B
Reinas, Robert C
Reinbold, Nancy
Reinhard, Lisa M
Renson, Scott L

Repsher Jr, Gordon G
Rice, David H
Richards, Elizabeth E
Rickenbach, Phillip H
Riedy, Wendy Strutin
Rincon, Melissa
Ringrose, William A
Rivera, Evarista
Robertson, Kenneth M
Robinson, Lori E
Rocco, Michael A
Ryms, Sarah R
Salas, Jason M.
Samilo, Michael J
Samuels, Amanda K
Samuels, Uranie N
Sandor, Chad
Sarnitsky, Joseph L
Sauer, Lori
Schaffer, Lisa M
Schill, Erin E
Schnalzer, Justin J
Schrum, Carolyn J (Carolyn)
Schultz, Vickie L
Seals, Mary F
Senn, Jennifer L
Sepulveda, Ricardo
Sequeira, Premkumari M
Shaikh, Asim
Sharpton, Robert Eugene Jr (Bob)
Sheplock, Sarah E
Singer, Cody R
Sinner, Stephen C
Skatell, Christine A
Smith, Christopher L
Smith, Cynthia L
Smith, Kimberly L
Smith, Kristen A
Smith, Natalie A
Smith, Ruth E
Smith, Taylor
Smith, Terry
Smits, Christine E
Snyder, Stephen T
Snyder, Virginia A
Soltis, George M
Spencer, Susan M
Spillane, Steven M
Springs, K Kurt (Kurt)
Srinivasan, Sumitra
Stack, Paul J
Stancombe, David J
Staples, Benjamin A
Staples, Krista Ann (Krista)
Stiffler, Robert A III
Stone, Brian M
Stopper, Paul W
Stork, Gary C
Stowe, Brenda
Swain, Tamie H
Tanveer, Sadia
Theis, Daniel R
Thomas, Ted D
Timpano, Corinne Apryl (Corinne)
Tinder, Brandon J
Toner, Mary Jacobs

Torba, Melissa N
Trautmann, David H
Trexler, Jonathan D
Trumble, Brandon S
Turner, Charlene M (Cherie)
Twombly, Scott S
Uhl, Kathleen J
Ulery, Kreg D
Van Horn, J Todd (Todd)
Veltri, Christopher J
Villela, Christopher A
Waldrop, Linda D (Diane)
Walsh II, James F
Walsh, Eric
Walter, Michael R
Wawrzynski, Linda
Weaver, Deborah
Weaver, Julie A
Weigel, Julie
Weirbach, Anthony R
Weiss, Manuela S
Weist, Eric S
Weist, Linda L
Wells, John
Wereley, Elizabeth A
Werner, Christopher J
Westwood, Steven J
Wheeler, Christopher
White, Cason L
Whitney, Craig M
Wolanczyk, Frances C
Wolf, Paul R
Yakamavage, Debora S (Shaman)
Yankowy Jr., Jerome J
Yasui, Motoo
Young, David M
Zagofsky, Adele
Zaidman, Herve L
Zeng, Aiqin (Jean)
Ziegenfuss, Donna M
Ziegenhirt, Joshua W

4. That certain real property located at 3 West Broad Street, Bethlehem, Pennsylvania 18018.

**Schedule 1(c)**

**Assumed Liabilities**

- (i) except as otherwise specifically set forth herein, any Liability to the extent attributable to any Transferred Asset,
- (ii) any Liability for Taxes or any audits related thereto (including property, sales and payroll taxes) arising from or relating to the Transferred Assets or the operation of the Public Sector Business;
- (iii) any costs or expenses associated with any Contracts included in the Transferred Assets hereunder;
- (iv) any Liability for expenses and fees incurred by Panther Sub and/or Panther Acquisition incidental to the preparation of this Agreement and the documents executed in connection with the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement; and
- (v) the Liabilities of the Company set forth below:
  - 1. Any Liability of the Company arising under or relating to the alleged breach of contract matter brought by Richland County, South Carolina against CRW Systems, Inc.
  - 2. Any Liability of the Company arising under or relating to the claims brought by the City of Fort Lauderdale, Florida, pertaining to the migration from PLUS to the ONESolution Finance product line.
  - 3. Any Liability of the Company arising under or relating to the ongoing audit by the Office of Federal Contract Compliance Programs of the Department of Labor pertaining to the Company's affirmative action policies and procedures at the Company's High Point, North Carolina location.
  - 4. Any Liability of the Company arising under or relating to deficiencies with the ONESolution community product suite.
  - 5. Any Liability of the Company arising under or relating to the total network outage suffered by NaviLine customers on IBMi production systems on April 21, 2016.

**Schedule 1(d)**

**Retained Liabilities**

- (i) except as otherwise specifically set forth herein, any Liability to the extent attributable to any Retained Asset,
- (ii) any Liability for Taxes or any audits related thereto (including property, sales and payroll taxes) arising from or relating to the Retained Assets or the operation of the Education Business;
- (iii) any costs or expenses associated with any Contracts not included in the Transferred Assets hereunder;
- (iv) any Liability for expenses and fees incurred by the Company incidental to the preparation of this Agreement and the documents executed in connection with the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement; and
- (v) the Liabilities of the Company set forth below:
  - 1. Any Liability arising under or relating to the Company's unauthorized disclosure of non-public information of Katy I.S.D. (Texas) during the 2013-2014 school year.
  - 2. Any Liability of the Company arising under or relating to the charges of discrimination and other complaints made by Craig Wilcox to the Equal Employment Opportunity Commission and California Department of Fair Employment & Housing (Charge No. 550-2016-0056) and to the United States Department of Labor, Wage and Hour Division.